

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 40	
2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0504		3. Effective Date 2004JUL02		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN AMSTA-AQ-AHEA LINDA E. WILLIAMS (586)574-8116 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: WILLIALI@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	SCD A PAS NONE ADP PT HQ0337	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR 38500 MOUND ROAD STERLING HEIGHTS, MI. 48310 TYPE BUSINESS: Large Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code OC9L5		Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266		Code HQ0337		
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data SEE SECTION G				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Plus-Fixed-Fee Cost Contract	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
				FMS REQUIREMENT			
15G. Total Amount Of Contract						\$22,975,876.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	24
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	8	X	J	List of Attachments	40
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	14		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	15				
X	G	Contract Administration Data	17		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	19		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer JOHN REGENHARDT REGENHAJ@TACOM.ARMY.MIL (586)574-6973			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2004JUL02	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 2 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

ACCEPTANCE APPENDIX

1. The Contractor's Small Business Subcontracting Plan is incorporated into the Contract by reference.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	CONUS MTA INC 8				\$ 3,500,000.00
	CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: CONUS MTA INCREMENT 8 PRON: J53TAM0247 PRON AMD: 02 ACRN: AA AMS CD: NFR005 FMS CASE IDENTIFIER: EG-B-NFR				
	Conus Manufacturing Technical Assistance Services in support of M1A1 Abrams Egyptian Co Production Program as further described in Section C Decription/Specifications, of the Contract(except C.9.)			Esstimated Cost: C.O.M. Fixed Fee Total	\$3,452,450.00 \$2,156.00 \$314,173.00 \$3,768,779.00
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DLVR SCH REL CD QUANTITY DATE 001 0 31-DEC-2006				\$ 3,500,000.00

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<div><div>CONUS MTA-ILS</div><div><div>NOUN: CONUS MTA-ILS</div><div>PRON: J54MAS0147PRON AMD: 01ACRN: AB</div><div>AMS CD: UTY065</div><div>FMS CASE IDENTIFIER: EG-B-UTY</div></div></div> <div><div>Conus Manufacturing Technical Assistance Service in support of M1a1 Abrams Egyptian CoProduction Program as further described in Section C.9.</div><div>Estimated Cost:\$916,506.00</div><div>C.O.M.55.00</div><div>Fixed Fee83,402.00</div><div>Total\$999,963.00</div></div> <div><div>(End of narrative B001)</div></div> <div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div></div> <div><div>Deliveries or Performance</div><div><div>DLVR SCH</div><div>PERF COMPL</div><div><div>REL CD</div><div>QUANTITY</div><div>DATE</div></div><div><div>001</div><div>0</div><div>31-DEC-2006</div></div></div><div><div>\$</div><div>999,963.00</div></div></div>				\$ 999,963.00

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	SECURITY CLASS: Unclassified				
0002AA	<div>MTA (OCONUS)</div> <div>NOUN: OCONUS MTA INCREMENT 8 PRON: J53TAM0147PRON AMD: 02ACRN: AA AMS CD: NFR005 FMS CASE IDENTIFIER: EG-B-NFR</div> <div>OCONUS</div> <div>Manufacturing Technical Assistance Services in support of M1A1 Abrams Egytian Coproduction Program as further described in Section C Description/Specifications, of the Contract. (End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 001031-DEC-2006 \$18,475,913.00</div>				<div>\$18,475,913.00</div> <div>Estimated Cost: \$17,285,395.00 C.O.M. 1,005.00 Fixed Fee: 1,572,980.00 Total \$18,859,380.00</div>

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<div>ETL IAW C.6.2</div> <div>SECURITY CLASS: Unclassified</div> <div>(End of narrative A001)</div>			TBD	

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<u>DATA ITEMS</u> SECURITY CLASS: Unclassified <u>Packaging and Marking</u>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 8 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 MANUFACTURING TECHNICAL ASSISTANCE (MTA) OBJECTIVE:

C.1.1 The Contractor shall provide MTA efforts and program management in order to assist the US Government/Arab Republic of Egypt (USG/ARE) in the execution of the planned M1A1 ABRAMS Coproduction Program. The M1A1 Coproduction Program shall maximize use of the space available and existing plant equipment now in the Egyptian Tank Plant (ETP). The MTA objective is to ensure production capacity/capability for the manufacturing and production of one hundred (100) M1A1 vehicles at a rate of four per month at the ETP in accordance with U. S. manufacturing and quality standards and Increment 8 Egyptian Technical Data Package (TDP) referenced in Hardware Kit Contract DAAE07-00-C-N001. Contractor personnel located in both the United States and on-site at the ETP shall assist and advise USG/ETP personnel as required to facilitate and meet the objective. Major tasks included in this SOW are:

Program Management	C.2
Configuration Management	C.3
Management Information Systems	C.4
Training	C.5
Equipment Identification/Definition	C.6
Validification/Verification	C.7
Engineering Support to Production	C.8
Integrated Logistics Support	C.9
Shipping and Receiving	C.10

C.1.1.2 Except as otherwise noted herein any all references to CoProduction shall be construed to mean the M1A1 Coproduction.

C.2 PROGRAM MANAGEMENT:

C.2.1 The Contractor shall provide the support and effort necessary to participate as part of the USG/GOE/ Contractor Coproduction Management Team both in CONUS and OCONUS. The function of the Management Team will be to participate in program reviews, program scheduling, as well as in identification and resolution of program related problems. The Contractor will assist, as described below, in monitoring the development and implementation of the M1A1 Coproduction program at the ETP. The Contractor will provide direction and coordination between the various related Coproduction tasks such as MTA, production and logistic support, acting as the lead in identifying the impact of USG and ETP generated changes/decisions and providing recommendations and possible solutions. The Contractor shall provide the efforts necessary to conduct planning for current and future M1A1 Coproduction Increments and to apply and manage its resources to ensure that MTA objectives and scheduled milestones are completed successfully. The Contractor shall develop and implement the program plans to identify and integrate all tasks, task schedules and budget for all functions. The Contractor shall establish and maintain the schedules, budgets, and administrative controls to measure and report its performance of the contract. The Contractor shall manage the program to the requirements of the Master Program Plan(MPP), Work Breakdown Structure (WBS), Baseline Cost Performance Report (CPR), schedule, and Staffing Plan .

C.2.2 Program Control and Administration: Privity of contract for this effort is between the USG and the Contractor. As such, changes to the contract may only be accomplished by the PCO (or ACO) via properly executed contract modification. The PCO shall appoint Contracting Officer Representatives (CORs) in accordance with DFARS 252.201-7000.

C.2.3 Program Interface at ETP: The Contractor shall interface between the M1A1 Coproduction Program and other USG/GOE Coproduction efforts within the ETP complex that may include other contractors. The Contractor shall also retain responsibility for the coordination of all efforts within the M1A1 Coproduction Program in order to facilitate compliance with programs, plans, objectives, and schedules. The Contractor shall elevate any program conflicts or disputes with other contractors to the CFO/CMO for resolution.

C.2.4 Master Program Plan: The Contractor will provide an update to the Increment 7 Master Program Plan (MPP) in accordance with CDRL A001, to describe Increment 8 program tasks and identify when they will be accomplished. The plan includes all Coproduction efforts and activities within the contract objectives and milestones. This document shall serve as guidance to the Contractor for accomplishment of the MTA effort, and shall be submitted for Government approval within 30 days of contract award.

C.2.4.1. Work Breakdown Structure: The Master Program Plans schedule will serve as the baseline for the Work Breakdown Structure (WBS). The Increment 7 WBS shall be updated as required and submitted in accordance with CDRL A002. The MPP and WBS will be used to develop scheduling and budgeting systems and the more specific intermediate level operating and department plans

C.2.4.2 Staffing Plan: The Contractors Government-approved Staffing Plan is due at time of contract award in accordance with CDRL A003. The plan shall provide a job description for each position at both CONUS and OCONUS locations. The Staffing Plan shall identify manloading and departmental headcount on a month-by-month basis, through program completion. A cross reference explanation of the relationship between the Staffing Plan and contract SOW shall be provided with the Staffing Plan. The Approved Staffing Plan will be incorporated as Attachment 1 to the contract.

C.2.4.3 Reporting: The Contractor will provide a Semi-Annual Report tracking performance against the Master Program Plan and Staffing Plan baselines in accordance with CDRLs A001 and A003. The Semi-Annual Report will separately address CONUS and OCONUS

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0504 MOD/AMD</p>	<p style="text-align: center;">Page 9 of 40</p>
--	--	--

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR

staffing levels and identify the corresponding job descriptions at each site. Changes from the prior reporting period will be indicated. The Government may request interim updates for review in addition to the Semi-Annual Report and original Plans.

C.2.4.4 Coproduction Manufacturing Flow Charts: The specific work content requirements of Manufacturing Technical Assistance shall be provided in accordance with Increment 7 `M1A1 Coproduction Manufacturing Flow Charts updated as required for Increment 8 (CDRL A004).

C.2.4.5 Security Guidelines: The security guidelines for this contract are contained in Attachment 2, entitled Security Instructions for M1A1 Abrams Tank, dated March 1995.

C.2.5 Personnel Management:

C.2.5.1 Contractor OCONUS Work Schedule: The normal work week for OCONUS Contractor personnel shall be forty (40) hours. These hours may be expended at the discretion of the Contractor weekly from Saturday through Thursday. The Contractor shall adjust the work week schedule to accommodate Ramadan and Egyptian National holidays. The Contractor shall make best efforts to use these periods for leaves and personal absences.

C.2.5.2 Personnel Support Services (PSS): The Contractor shall provide for and manage PSS for all Contractor employees and their authorized dependents, stationed in Egypt in support of the M1A1 Coproduction Program. PSS is defined as the resources in terms of personnel housing services, transportation, utilities, medical care, and other related efforts/services associated with the life support of program personnel. PSS for Local National employees (LNs) shall be provided in accordance with Egyptian laws

C.2.5.3 APO Privileges: The Contractor will be authorized use of APO privileges under this contract for personal and official company business mail up to 70 pounds per item, provided such use is approved by the proper military postal authorities. The Contractor will reimburse DoD for the costs of mail transportation between CONUS and OCONUS. Receiving or sending mail on behalf of unauthorized personnel is strictly prohibited, and violations will result in the loss of APO privileges. Receiving or sending personal mail as official Company Business Mail will also result in the termination of APO privileges.

C.2.5.4 Business Travel: The Contractor shall submit a 45-day advance notification to the CMO for business travel to ETP and other Egyptian Military OCONUS sites related to performance under this contract. Emergency travel to OCONUS with less than a 45-day notice may be submitted for approval by the CMO on a case-by-case basis. All requests are subject to the approval of the CMO/GOE. Personal information for travelers should be provided on a Work Visit Request Form available from the CMO. CMO approval of Contractor OCONUS personnel traveling to CONUS sites for business purposes is not required; however, notification to the CMO of such travel is required for coordination purposes. Including Contractor travel plans in the minutes of the weekly Production Conference Call shall suffice for said notification.

C.2.6 FORMAL REVIEWS:

The Contractor shall be responsible for coordination, preparation and management of two (2) major In-Process Reviews (IPRs), and two (2) CONUS Program Management Reviews annually. Of the two (2) IPRs, one (1) will be held in CONUS and the other OCONUS. The contractor shall obtain a site to hold these reviews, provide necessary audio-visual equipment, and assist visitors in obtaining lodging accommodations. Agendas, charts, presentation handouts, minutes and action items shall be prepared by the Contractor as required by CDRLs A005 & A006 in coordination with the CMO. The Contractor shall also be responsible for providing pertinent program status and issues for these reviews, as well as reporting on previous action items.

C.2.7 CONFERENCE CALLS:

The Contractor shall participate with the USG/ETP in one (1) weekly conference call focused on Production and one (1) bi-weekly conference call focused on Logistics issues. Minutes shall be prepared by the Contractor and electronically distributed at least three (3) days prior to the next scheduled call.

C.2.8 MEETINGS:

The Contractor shall attend meetings with the COR(s), ETP Management, suppliers and other responsible parties to ensure compliance with the Egyptian Coproduction Office objectives.

C.2.9 FINANCIAL MANAGEMENT:

The Contractor shall maintain a baseline, cost budgeting, scheduling, and control system to manage and report program related costs and variances by CLIN and SubCLIN. The Contractor shall provide cost reports per CDRL A007. Performance and cost reports shall be provided to the USG twenty-five (25) days after the 1st of each succeeding month.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 10 of 40
---------------------------	--	----------------------

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR

C.3 CONFIGURATION MANAGEMENT:

C.3.1 Configuration Management System: The Contractor shall oversee a configuration management system in accordance with the approved USG/ETP Configuration Management Plan.

C.3.2 Configuration Control- CONUS: The Contractor shall maintain and control the M1A1 Coproduction configuration baseline and manage the configuration changes for Coproduction application as applied to the USG configuration. The Contractor will also participate along with the CMO in the evaluation and processing of engineering changes, deviations, and waivers generated from either USG or ETP personnel.

C.3.3 Engineering Change Proposals (ECPs): The Contractor shall provide ECPs tailored to the ETP in accordance with the Configuration Management Plan.

.

C.4 MANAGEMENT INFORMATION SYSTEM (MIS):

C.4.1 The Contractor shall provide the effort necessary to support the ETP in the function and maintenance of the ETPs MIS mainframe hardware and operating system/software.

C.4.2 The Contractor is required to use the ETPs Management Information System to the maximum extent possible

C.5 TRAINING:

C.5.1 General: The Contractor shall conduct training for ETP instructor personnel per the Master Program Plan. Training of ETP instructor personnel will be Train the Trainer type training, whereby the Contractor shall train ETP instructors who, in turn, will train the ETP workforce. As a prerequisite for entry into this training, ETP instructor personnel must have successfully completed the ETP Instructional Systems Development Course. Additionally, the ETP instructors must have some educational and practical experience in mechanical, electrical, and automotive areas. The Contractor shall advise the ETP Management of any specifically required skill prerequisites for students prior to the commencement of training.

C.5.2 Weld Inspection/Certification Training: The Contractor shall identify any necessary training for the ETP workforce in areas requiring certification, e.g., Welder Certification, Weld Inspector Certification, Radiographic Inspection, and any other areas where special certification is required.

C.6 EQUIPMENT IDENTIFICATION/DEFINITION (Manufacturing, Quality, and Facilities):

C.6.1 The previously developed Increment 8 Equipment Technology List (ETL) is incorporated as Attachment 3 to this contract.

C.6.2 Any Contractor-provided ETL equipment not already purchased by the government under CLIN 0005AB of contract DAAE07-00-C-M007 shall be awarded under this contract on a Firm Fixed Price CLIN(s), separate from the CONUS/OCONUS Cost-Plus Fixed-Fee services CLINs.

C.7 VALIDATION/VERIFICATION:

C.7.1 Validation/Verification is the process by which the M1A1 is demonstrated capable of being produced utilizing the deliverable data and specific equipment items in accordance with the established procedures and the Technical Data Package.

C.7.2 New manufacturing operations resulting from the addition of new vehicle systems that are transferred to ETP shall undergo the VAL/VER process. The Contractor shall develop and submit a list of Increment 8 operations, if any, that are recommended for VAL/VER to the U. S. Government for approval sixty (60) days after contract award.

C.7.3 The Contractor shall perform the VAL/VER of each transferred manufacturing operation in a three (3) phase process.

PHASE I: Each operation shall be performed using Contractor personnel only.

PHASE II: The Contractors personnel shall demonstrate to ETP personnel.

PHASE III: ETP personnel shall perform each operation, with Contractor oversight only.

At their discretion,additionalETP personnel may be present to witness any of the VAL/VER Phases.

C.7.4 The Contractor shall develop and maintain a Validation/Verification Plan (CDRL A008) which will provide an explanation of the methodologies to be used to validate/verify each manufacturing operation and the processes/documents and facilities equipment used to perform it. The methodology shall have built-in checks and balances to ensure that the highest standards of performance are achieved.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 11 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

C.7.5 The process and/or documentation will be considered validated/verified when ETP personnel, using approved documentation and facilities, complete Phase III in accordance with the USG approved Validation/Verification Plan.

C.8 ENGINEERING SUPPORT TO PRODUCTION:

The Contractor shall provide the technical knowledge and services of various engineering organizations needed to solve problems associated with Coproduction process operation, ETP personnel performance to validated work instructions, and product quality. The Contractor shall assist ETP in the update of Process Documentation as required to reflect the configuration of the vehicles to be produced in Increment 8. The Contractor is not responsible for the ETP generated production documentation. The following paragraph descriptions are representative of the kinds of services that the Contractors functional departments will provide.

C.8.1 Preproduction Engineering Support:

C.8.1.1 Manufacturing Drawings and Work Instructions: The Contractors OCONUS personnel shall advise ETP personnel in adapting and customizing the provided production documentation to the ETPs needs. The Contractor is not responsible for the ETP generated production documentation.

C.8.1.2 OCONUS Contractor personnel shall advise in the interpretation of drawings, specification and manufacturing operation data, perform evaluation of material characteristics and properties, provide technical liaison to manufacturing, packaging and material storage and control activities, and advise ETP/CMO on product defect correction and engineering change recommendations. The Contractor shall support and attend ETP configuration change review meetings, part source evaluation, supplier problem discussions, and material review board meetings.

C.8.2 Facilities Engineering:

C.8.2.1 The Contractor shall advise with the resolution of problems associated with Coproduction process equipment. The facility engineering support activities include advising the ETP regarding Coproduction material handling equipment, lifting devices, work area requirements, general safety requirements, and plant equipment maintenance and utility requirements. The Contractors Facility Engineers shall establish and maintain a technical interface for Contractor/customer studies, quality reviews, and inter-organizational communications.

C.8.2.2 Facilities Planning: The Contractor shall provide planning for the update of ETP factory layouts and building construction requirements for Egyptian M1A1 Coproduction Program as the need arises.

C.8.3 Quality Engineering:

C.8.3.1. The Contractor shall assist in defect prevention, detection, evaluation, and notification systems that ensure continued production of acceptable quality parts. The Contractor will provide the assistance needed to help ETP personnel avoid and solve problems associated with the Coproduction process and product quality. The Quality Engineering support activities may include assistance with inspection, metrology, test equipment, and review of specified and developed requirements affecting configuration and the amount, frequency, and severity of examinations and tests. The Contractors Quality Engineers shall provide recommendations for disposition of defective materials. They will also establish and maintain a technical interface for Contractor-customer studies and communications. The Contractor shall provide quality engineering services to perform production troubleshooting, problem solving, and related quality engineering liaison tasks. In addition, the Contractors CONUS personnel will provide quality engineering liaison support to the deployed engineers, and will coordinate the support services with other US based office resources as required.

C.8.3.2 The Contractor will assist the ETP in assuring the compatibility of production operation sheets and quality requirements; the implementation and monitoring of corrective action; reducing the cost of Quality; refining work instructions and other quality documents; and assist in the resolution of vehicle acceptance issues in conjunction with USG and ETP personnel.

C.8.4 Material Management:

C.8.4.1 Material Control: The Contractor shall assist with the identification of requirements for material handling, material handling equipment, storage, accounting, and control in the ETP Material Control Organization. The current Material Control Plan shall be updated, if necessary, and provided by the Contractor IAW with CDRL A009. The Contractor shall provide the Manufacturing Bill of Material, which shall list stock and parts identification and will be updated as required. The Contractor shall provide support to the ETP in investigating and resolving material control problems and will assist in maintaining an inventory accuracy program at the ETP in accordance with approved Material Control Plans.

C.8.4.2 Production Control: The Contractor shall assist the ETP with the development of production schedules in support of the Program objectives.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 12 of 40
---------------------------	--	----------------------

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPORT

C.8.5 Product Engineering:

C.8.5.1 The Contractor shall provide product design liaison engineering support activities that will include tolerance stack-up, review of specified requirements affecting product configuration, system integration, reliability, maintainability, human factor, safety, and material properties. The Contractors product design liaison engineers will evaluate material and workmanship defects and handling damage that results in product non-conformances with requirements. The Contractor shall provide recommendations for corrective action.

C.8.6 MANUFACTURING ENGINEERING:

C.8.6.1 The Contractor shall provide the technical knowledge and services needed to assist the ETP personnel in avoiding and solving problems associated with the M1A1 Coproduction processes. The Contractors manufacturing engineering support activities will include machine, tool, and process studies. The manufacturing engineers will assist in ETP development of rework and repair requirements, and provide advisories for disposition.

C.9 CONUS INTEGRATED LOGISTICS SUPPORT (ILS):

C.9.1 ILS Management: The Contractor shall provide necessary CONUS support and data management for logistics activities. In accordance with CDRL A010 , the Contractor shall provide an bi-annual (every 2 years) update to the existing Egyptian M1A1 Integrated Logistics Support Plan, which shall serve as a basis for ILS Management .

C.9.1.2 Total Package Fielding (TPF): The Contractor shall provide the planning, management and performance of tasks related to identifying all ELF equipment requirements. Tasks include validation and verification of CSPs and/or defined case lines items/quantities, and, tracking of requisitions.

C.9.1.3 ASL/PLL, STTE, and ASIOE Reviews: The Contractor shall provide assistance to the CMO in the evaluation of ASL (Authorized Stockage List), PLL (Prescribed Load List), STTE (Special Tools and Test Equipment), and ASIOE (Associated Supported Items of Equipment). Such assistance shall pertain not only to GD-ECPs, but to non-GD ECPs and Abrams Program knowledge as well. The Contractor shall report all discrepancies noted during the evaluation of ASL/PLL, STTE, and ASIOE to the CMO. The Contractor shall establish and maintain a suspense file of discrepancies.

C.10 SHIPPING AND RECEIVING SERVICES

C.10.1 Freight Forwarder Management

C.10.1.1 The Contractor shall exchange data with the Egyptian Freight Forwarder to track the flow of material into Egypt. The Contractors input to this shared data-base will include Egyptian Factory 200 tank production material and fielding material shipped under CMO-managed M1A1 Cases. For clarification, a listing of these FMS Cases will be provided to the Contractor at time of contract award. Shipping data provided electronically by the Egyptian Freight Forwarder shall be monitored to enable visibility of material receipt at final destinations and to verify closed-loop tracking.

C.10.1.2 The Contractor shall provide tracking information and reports, coordinated through the Egyptian Freight Forwarder, to the CMO and CFO/ETP representatives in Cairo. The Contractor will make arrangements with the Egyptian Freight Forwarder for exchange of data relevant to the CFO and CMO in accordance with CDRL A011.

C.10.2 Returns, Repairs and/or Replacements

C.10.2.1 Parts Management (Contractor Furnished Material): The Contractor shall provide the necessary services required to manage the repair/replacement of CFM. The Contractor shall:

- Receive defective hardware/failed parts at LATP
- Ship the hardware/part(s) to the appropriate source/vendor
 - Obtain estimates of repair and description of failure
 - Conduct pre-shop teardown and inspection analysis on General Dynamics make items
 - Submit proposals to the USG for negotiation/award of repair contract(s)
 - Coordinate disposal of hardware as appropriate
 - Upon DD 250 signature, handoff repaired/replaced parts to USG at LATP
 - Monitor and track repair/replacement parts from receipt at LATP through return at ETP

C.10.2.2 Government Furnished Material/Unforeseen Hardware Shipments: The Contractor shall, upon direction of the CMO, provide shipping and receiving services for GFM returned to CONUS, as well as for other emergency or unforeseen hardware shipments to support the Egyptian Coproduction Program. The Contractor will coordinate or provide for the receipt and disposition of such material in accordance with procedures established or approved by the CMO.

C.10.3 Reports: The Contractor shall submit quarterly reports (CDRL A012) in Contractor format to the CMO to include the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 13 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

following information:

- Items received (nomenclature, serial number, part number, quantity)
- Date Item received at LATP
- Disposition/Status of Item
- Date repaired part DD250 Signed (CFM)
- Date Item shipped from LATP to ETP

*** END OF NARRATIVE C 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 14 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 15 of 40
	PIIN/SIIN W56HZV-04-C-0504MOD/AMD	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.247-29	F.O.B. ORIGIN	JUN/1988
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-4	52.242-15	STOP-WORK ORDER (ALTERNATE I dated APR 1984)	AUG/1989

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if --
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (End of Clause)

F-5	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000
-----	------------------------	--	----------

At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

F-6	52.227-4002 (TACOM)	DATA (SOFTWARE)	APR/1985
-----	------------------------	-----------------	----------

All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:

Commander
US Army Tank-automotive and Armaments Command
ATTN: (See DD Form 1423, Block 14)
Warren, MI 48397-5000

F-7 PERFORMANCE PERIOD:

The period of performance for the following cost-plus-fixed-fee (completion) CLINs is set forth below:

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 16 of 40
	PIIN/SIIN W56HZV-04-C-0504	MOD/AMD	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR			

CLIN	PERIOD OF PERFORMANCE
0001AA	1 Jul 2004 through 31 December 2006
0001AB	1 Jul 2004 through 31 December 2006
0002AA	1 Jul 2004 through 31 December 2006
0003AA	1 Jul 2004 through 31 December 2006 (Firm Fixed Price)
0004AA	1 Jul 2004 through 31 December 2005

Notwithstanding anything herein to the contrary, this Contract is considered complete on 31 December 2006.

*** END OF NARRATIVE F 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 17 of 40
	PIIN/SIIN W56HZV-04-C-0504MOD/AMD	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG		ACCOUNTING CLASSIFICATION	JOB ORDER	ACCOUNTING		OBLIGATED
	ITEM	ACRN	STAT		NUMBER	STATION		AMOUNT
0001AA	J53TAM0247 NFR005	AA	1	9711 X8242EG01X6D1000NFR 0052516EGS20113	3L5JHD	W56HZV	\$	3,500,000.00
0001AB	J54MAS0147 UTY065	AB	2	9711 X8242EG01X6D1000UTY 0652516EGS20113	4L5JYV	W56HZV	\$	999,963.00
0002AA	J53TAM0147 NFR005	AA	2	9711 X8242EG01X6D1000NFR 0052516EGS20113	3L5JHD	W56HZV	\$	18,475,913.00
TOTAL							\$	22,975,876.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION		ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	9711 X8242EG01X6D1000NFR	0052516EGS20113	W56HZV	\$ 21,975,913.00
Army	AB	9711 X8242EG01X6D1000UTY	0652516EGS20113	W56HZV	\$ 999,963.00
TOTAL					\$ 22,975,876.00

	Regulatory Cite	Title	Date
G-1	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-2	52.204-7008 (TACOM)	MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
-----	------------------------	--	----------

(a) All references in the contract to the submission of written documentation shall mean electronic submission. This includes Government to Government data not covered by the Government's Defense Contract Management Command ALERTS Program.

(b) See Section I, clause 52.204-7009, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

(c) Unless exempted by the Procuring Contracting Officer in writing, all written communication after contract award between Government agencies shall be transmitted electronically.
(End of clause)

G-3	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
-----	------------------------	------------------------	----------

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 18 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

G-4 52.232-4005 INVOICE INFORMATION REQUIREMENT JAN/1988
(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 19 of 40
	PIIN/SIIN	MOD/AMD	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR			

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-2	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-5	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-6	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-7	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-8	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
H-9	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-10	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-11	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-12	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-13	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-14	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-15	252.246-7001	WARRANTY OF DATA	DEC/1991
H-16	252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	APR/2003

a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--

- (1) A bona fide employee of the Contractor; or
- (2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

- (1) For sales to the Government(s) of Egypt __,contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

[End of Clause]

H-17	252.225-7043	ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	JUN/1998
------	--------------	--	----------

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

- (1) A foreign government;
- (2) A representative of a foreign government; or

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 20 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

H-18 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 2002 Office Products (TACOM can currently read Office 2002* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-19 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 21 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.

H-20	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250 (TACOM)	JAN/2002
------	-------------	--	----------

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H-22	TAX EXEMPTION
------	---------------

(a) The negotiated costs of this Contract are predicated on the assumption that the Arab Republic of Egypt (ARE) will not assess, or permit the assessment of, any taxes, tariffs, levies or charges by the ARE or any of its political subdivisions, national or legal, of any kind whatsoever, including but not limited to, any type of property tax or charge, income tax or charge, intangible taxes or charges, automobile taxes or charges, consumption tax or charge, excise tax or charge, an ad valorem tax or charge, duties or imports, as a result of contractor personnel entering and being present in the country and in the performance of duty. The exception shall include, but not be limited to, material equipment, supplies, household goods, automobiles, and any other type of personal property imported into the ARE.

(b) In the event that there ARE changes its law and imposes an income tax derived from the performance of this contract on General Dynamics Land Systems, the Contract will be adjusted for cost only.

H-23	APO PRIVILEGES
------	----------------

The Contractor's use of APO privileges under this Contract will be allowable providing that appropriate authorizations are obtained.

H-24	PROPERTY CONTROL REQUIREMENTS
------	-------------------------------

The Contractor shall maintain a Property Control System which establishes a receiving function and procedures for categorizing all items received as either furniture, Other Plant Equipment (OPE), or Consumable Material. The Property Control System shall also establish procedures to (1) separately identify, control and track furniture with a value of \$300 or more and all property classified as Other Plant Equipment, (2) control Accountable Property for future turn-over or disposition and (3) provide for management oversight and proper disposal of used Consumable Material.

- Definitions and Clarifications:
- (a) Furniture is defined as moveable equipment which is placed in an office, laboratory, workshop, or other business area to make it suitable for occupancy or use. Furniture includes common items of office furnishings, such as non-electronic items, except that simple electrical devices, such as power converters, lamps and clocks are considered as furniture.
 - (b) Other Plant Equipment is made up of typewriters, calculators, power tools, copiers, facsimile machines, etc. A computer

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR

is to be controlled as complex systems, including the attached monitor, keyboard and mouse, if any, and installed software. Printers, back-up units, scanners, or other peripheral devices are separated from the computer for property control purpose.

(c) Consumable Material includes supplies, small tools and materials which are expended in their use or become components of the end item. This category includes office supplies, vehicle spares, cleaning supplies and maintenance materials and pan stock parts.

(d) Tracked Property is property which is separately tagged or otherwise marked for identification and for which a separate property control record is maintained. Furniture with a unit acquisition cost of \$300 or more, and items classified as Other Plant Equipment are Tracked Property.

(e) Accountable Property is property which is accounted for by means of listings, stock records or issue tickets/requisitions. Each item is not separately tagged, but a count and usage log is maintained (for example, chairs less than \$300 in value need to be accounted for in type and quantity, but each chair does not need to be separately tagged). Accountable Property includes all Tracked Property plus items which the Contractor is required to either turn-over to the Government at the end of the program or account for its loss, damage, destruction, or issuance and consumption in the performance of the contract. Accountable property includes furniture below \$300 in value and any Consumable Materials which (a) is issued through an internal inventory system (e.g., tools crib, parts control warehouse or office supplies storeroom) and (b) has a unit acquisition cost of \$50 or more. Any Consumable Material item which is purchased and issued directly to a requester/end user is not Accountable Property.

(f) Consumed or Used Items are items of Consumable material which are used and have no residual, scrap or resale value. Examples are used tires, broken or damaged hand tools, burned-out power converters, etc.

H-25 DUTY FREE PROPERTY

This Contract includes no funding for payment of Egyptian duties on property acquired during the performance of the Contract which entered on a duty free basis.

Unless the parties agree otherwise or if liability for the property passes from the Contractor, the Contractor is authorized to dispose of duty free property using Contract funds to be provided at a later date as required and subject to the following:

- a. Commencement of disposal is not authorized prior to _____.
- b. Not prior to _____, the Contractor shall notify the Government of its intent to dispose of such property, to include proposed disposal method and estimated cost.
- c. The Government shall have six (6) months, after the notification outlined in paragraph b herein, to either fund the disposal or otherwise provide instructions regarding the property. Unless otherwise instructed after this six (6) months period, the Contractor shall be authorized to dispose of the property.
- d. Any monies received from the sale or scrap of duty free property shall be credited to the Contract.

H-26 PROPERTY MANAGEMENT

All property and materials accountable under DAAE07-00-C-M007 are transferred to this Contract.

All Egypt Property (GP), Government Furnished Materials(GFM) and Contractor-acquired Property (CAP) under this Contract shall be treated and accounted for as US Government Property under FAR 52.245.5. The Contractor shall develop and implement appropriate property administration procedures to account for all contract property acquired by the Contractor with a unit price of \$50 or more. In addition, the Contractor shall provide an annual report of property accountability for all property valued at \$5,000 and above and all sensitive property, regardless of dollar value, in accordance with DFARS 252.245-7001. At Contract completion, a representative of the USG will certify the accuracy and completeness of the inventor, at which time the inventory will be transferred to the GOE unless otherwise directed.

H-27 PROPOSAL PREPARATION

The Contractor is authorized to bill, as a direct cost, the bid and proposal costs associated with the development of proposals under the Contract when, and only when, proposals are requested by the PCO.

H-28 CLIN 0002 Amount Currently Allocated

CLINS 0001AA and 0002 are incrementally funded, and the clause "Limitation of Funds (FAR 52.232-22)" applies to them. The amount currently allotted to CLIN 0001AA is \$3,500,000.00. The amount currently allotted to CLIN 0002 is \$18,475,913.00. The Government will

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 23 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

provide the funding to fully fund CLIN's 0001AA and 0002 NLT 31 July 2004.

H-29 In the event there is no follow on contract to Increment 8 MTA contract or said contract is terminated, Contractor may bill up to \$544,370.00 for allowable, allocable demobilization and local national severance cost to CLIN 0002AA of the Increment 7 contract DAAE07-00-C-M007, subject to the Limitation of Cost Clause of that contract.

*** END OF NARRATIVE H 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 24 of 40
	PIIN/SIIN W56HZV-04-C-0504	MOD/AMD	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR			

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-19	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-20	52.215-30	FACILITIES CAPITAL COST OF MONEY	SEP/1987
I-21	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-22	52.216-8	FIXED FEE	MAR/1997
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-25	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)	OCT/2001
I-26	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-27	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-28	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-29	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-31	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-32	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR/1984
I-33	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-34	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-36	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-37	52.223-2	CLEAN AIR AND WATER	APR/1984
I-38	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-39	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-40	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-41	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-42	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-43	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-44	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-45	52.232-17	INTEREST	JUN/1996
I-46	52.232-20	LIMITATION OF COST	APR/1984
I-47	52.232-22	LIMITATION OF FUNDS	APR/1984
I-48	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-49	52.232-25	PROMPT PAYMENT	OCT/2003
I-50	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 25 of 40
	PIIN/SIIN W56HZV-04-C-0504	MOD/AMD	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR			

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-51	52.233-1	DISPUTES	JUL/2002
I-52	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-53	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-54	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-55	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-56	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-57	52.242-13	BANKRUPTCY	JUL/1995
I-58	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II, dtaed April 1984)	AUG/1987
I-59	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-60	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-61	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-62	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JUN/2003
I-63	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
I-64	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-65	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-66	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-67	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-68	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-69	52.249-14	EXCUSABLE DELAYS	APR/1984
I-70	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-71	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-72	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-73	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-74	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-75	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-76	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-77	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-78	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-79	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-80	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-81	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-82	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	APR/2003
I-83	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-84	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
I-85	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-86	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-87	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-88	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-89	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-90	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-91	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-92	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-93	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	AUG/1992
I-94	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-95	252.233-7001	CHOICES OF LAW (OVERSEAS)	JUN/1997
I-96	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-97	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-98	252.242-7005	COST/SCHEDULE STATUS REPORT	MAR/1998
I-99	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 26 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

	Regulatory Cite	Title	Date
I-100	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-101	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-102	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-103	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 27 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPORT		

pricing data, the following applies:

- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
- (c) Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet files compatible with MS-DOS/Windows versions Excel 5.0 or earlier, with *.xls, *.wbl, or *.wk3 the preferred formats.

[End of Clause]

I-104 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed -1- or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-105 52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (ALTERNATE I, JAN/1997
dated June 1989)

(a) Definitions.

Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

Made, when used in relation to any invention, means the conception or first actual reduction to practice of such invention.

Nonprofit organization means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 5018a9 of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

Practical application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Small business firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 532) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

Subject invention means any invention of the Contractor conceived or first actually reduced to practice in the performance of work

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0504 MOD/AMD</p>	<p style="text-align: center;">Page 28 of 40</p>
--	--	---

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR

under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. The license shall include the right of the Government to sublicense foreign governments, their nationals, and international organizations pursuant to the following treaties or international agreements: -1-.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor.

(1) The Contractor shall disclose each subject invention to the Contracting Officer within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within six months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within eight months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within one year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extensions of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

- (1) If the Contractor elects not to retain title to a subject invention;
- (2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above, (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);
- (3) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferrable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0504 MOD/AMD</p>	<p style="text-align: center;">Page 29 of 40</p>
--	--	---

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: THIS INVENTION WAS MADE WITH GOVERNMENT SUPPORT UNDER (identify the contract) AWARDED BY (identify the Federal agency). THE GOVERNMENT HAS CERTAIN RIGHTS IN THIS INVENTION.

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within six months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within three months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patents rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0504 MOD/AMD</p>	<p style="text-align: center;">Page 30 of 40</p>
--	--	---

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) and (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any such invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts. (1) The Contractor shall include this clause (52.227-11 of the Federal Acquisition Regulation (FAR)), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee, or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensee;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. Reserved.

(l) Communications.

(Complete according to agency instructions.)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 31 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until three years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

- (i) Any such inventions are subject inventions;
- (ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and
- (iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of a unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or five percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

- (i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;
- (ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;
- (iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or
- (iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(6) above.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.
(End of clause)

I-106 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of -1-, or from which the Contractor or any subcontractor under this contract is exempt under the laws of -2-, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.
(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 32 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

I-107 252.219-7005 INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL
DISADVANTAGED BUSINESSES, HISTORICALLY BLACK COLLEGES AND
UNIVERSITIES, AND MINORITY INSTITUTIONS

NOV/1995

DELETED BY DFARS CHANGE NOTICE 19981120

(a) If the Contractor exceeds the small disadvantaged business, historically black college and university, minority institution goal of its subcontracting plan, at completion of contract performance, the Contractor will receive -1- percent of the excess.

(b) The Contractor will not receive this incentive if the Contracting Officer determines that exceeding the goal was not due to the Contractor's efforts (e.g., a subcontractor cost overrun or award of subcontracts planned but not disclosed in the subcontracting plan). Determinations made under this paragraph are not subject to the DISPUTES clause.

(c) If this is a cost contract, the limitations in FAR Subpart 15.9 may not be exceeded.

(d) This clause does not apply if the subcontracting plan is a plant, division, or company-wide commercial items plan.
(End of clause)

I-108 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

JUL/1995

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this Contract which exceed \$100,000.

(End of clause)

I-109 52.204-7 CENTRAL CONTRACTOR REGISTRATION

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

OCT/2003

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-04-C-0504 MOD/AMD</p>	<p align="right">Page 33 of 40</p>
---	--	---

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

I-110

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 34 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

I-111 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT FEB/2000
In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

I-112 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) APR/1984
The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

I-113 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS APR/2003
(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-114 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPORT

I-115 252.204-7004 ALTERNATE A

NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

I-116 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS

OCT/1998

(a) Definition. "Estimating system" means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's-

(1) Organizational structure;

(2) Established lines of authority, duties, and responsibilities;

(3) Internal controls and managerial reviews;

(4) Flow of work, coordination, and communication; and

(5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

(b) General.

(1) The Contractor shall establish, maintain, and comply with an estimating system that is consistently applied and produces reliable, verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.

(2) The system should be-

(i) Consistent and integrated with the Contractor's related management systems; and

(ii) Subject to applicable financial control systems.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 36 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

(c) Applicability. Paragraphs (d) and (e) of this clause apply if the Contractor is a large business and either-

(1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling \$50 million or more for which cost or pricing data were required; or

(2) In its fiscal year preceding award of this contract-

(i) Received DoD prime contracts or subcontracts totaling \$10 million or more (but less than \$50 million) for which cost or pricing data were required; and

(ii) Was notified in writing by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) System requirements.

(1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO) in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.

(2) An estimating system disclosure is acceptable when the Contractor has provided the ACO with documentation that-

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall-

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(e) Estimating system deficiencies.

(1) The Contractor shall respond to a written report from the Government that identifies deficiencies in the Contractor's estimating system as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall-

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan showing proposed milestones and actions leading to elimination of the deficiencies.

(ii) If the Contractor disagrees with the report, the Contractor shall, within 30 days, state its rationale for disagreeing.

(2) The ACO will evaluate the Contractor's response and notify the Contractor of the determination concerning remaining deficiencies and/or the adequacy of any proposed or completed corrective action.

(End of clause)

I-117 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 37 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT		
DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 39 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

[End of Clause]

I-118 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0504 MOD/AMD	Page 40 of 40
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u> <u>Number of</u> <u>Transmitted by</u>
Attachment 0001	Staffing Plan	
Attachment 0002	Security Guidelines	
Attachment 0003	Increment 8 ETL List	
Attachment 0004	Contract Security Classification specification	
Exhibit A	Contract Data Requirements List (1423)	
Exhibit B	Data Item Description (DIDs)	

*** END OF NARRATIVE J 001 ***